

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between the Tredyffrin/Easttown School District, (“Employer or “District”) and the Tredyffrin/Easttown Educational Association (the “Association”).

WHEREAS, the Employer is a public employer, under the Public Employe Relation Act (hereinafter “Act”), with its administrative offices located at 940 W Valley Rd #1700, Wayne, PA 19087.

WHEREAS, the Association is the exclusive representative of a group of professional employees in a Bargaining Unit as defined in the Order of Certification;

WHEREAS, the Employer and the Association are parties to a Collective Bargaining Agreement (“CBA”) with a term of July 1, 2023 through June 30, 2027;

WHEREAS, the Employer created a new position, “School Psychologist;”

WHEREAS, the Employer enacted the job description and job duties for the position of “School Psychologist” set forth in Administrative Regulation No. 4498;

WHEREAS, the Employer and the Association desire to include the position of “School Psychologist” in the Bargaining Unit represented by the Association; and

NOW, THEREFORE, and in consideration of the mutual covenants contained herein, the parties, intending to be legally bound hereby, agree as follows:

1. The position of School Psychologist as defined in Administrative Regulation No. 4498 shall be included in the bargaining unit represented by the Association.
2. The Employer and the Association agree to submit a joint request for unit clarification to the Pennsylvania Labor Relations Board request to include the position of School Psychologist in Association’s bargaining unit.
3. The employees holding the position of School Psychologist position shall enjoy all the non-economic rights and benefits of the CBA effective July 1, 2023.
4. In a manner similar to how the District has historically outsourced speech therapy services to supplement the complement of District-employed speech therapists, and contingent upon the District employing no less than nine (9) school psychologists at all times after July 1, 2024, the Employer and Association agree that Employer may continue to outsource school psychologists to supplement those hired as employees, but not to replace any or all of the District-employed psychologists.
5. This Agreement applies only to the classification of school psychologist and has no effect on, nor establishes any precedent with respect to, any other classification or any past practice with respect to any other classification.
6. To the extent applicable, the Employer and the Association shall negotiate

additional terms and conditions of employment subject to bargaining under Act 195 for the School Psychologist position.

7. This MOU shall be effective upon execution by all parties or on July 1, 2023, whichever is later, and shall remain in effect.
8. The Parties reserve all rights pursuant to the law and CBA, except as otherwise set forth in this MOU. The entry into this MOU by the Association shall not constitute a waiver of bargaining unit work by the Association.
9. Any violation of this MOU will be subject to arbitration pursuant to the grievance-arbitration provisions of the Agreement.

Tredyffrin/Easttown School District
DISTRICT

Tredyffrin/Easttown Education
ASSOCIATION

BY:

BY:

Superintendent

Association President

ATTEST:

ATTEST:

Date: _____

Date: _____